



ERIE COUNTY

REQUEST FOR PROPOSAL (RFP)

TO PROVIDE

SUMMER YOUTH EMPLOYMENT PROGRAMS

RFP # 1705VF

March 17, 2017

Carrie Godfrey, Assistant Social Services Program Director
Erie County Department of Social Services

EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202

COUNTY OF ERIE, NEW YORK
REQUEST FOR PROPOSALS (“RFP”) #1705VF
TO PROVIDE SUMMER YOUTH EMPLOYMENT PROGRAMS

I. INTRODUCTION

The County of Erie, New York (the “County”) is currently seeking proposals from qualified agencies (“Proposer”) interested in providing Summer Youth Employment Programs. Proposers interested in providing this service are invited to respond to this request.

It is the County's intent to select the Proposer(s) that provides the best solution for the County's needs.

The County reserves the right to amend this RFP, reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive any irregularities or informalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any Proposer, and to award negotiated contracts to one or more Proposers.

This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

II. FUNDING AND BUDGET

The award is subject to annual contract renewal, contingent upon the Proposer’s successful performance of project objectives and the continued need and desire for such services as articulated by Erie County DSS. Initial award and renewals are subject to inclusion of funding in the County Executive Recommended Budget and as adopted by the Erie County Legislature, as well as, contingent upon availability of New York State funds appropriated for this purpose. All contract appropriations are subject to Legislative approval.

Future awards will be dependent on available funds and subject to the demonstrated fiscal and programmatic stability of the applicant agency, as well as their meeting all of the ECDSS requirements. More than one provider may be selected for funding for 2017.

Note: By Executive Order from the NYS Governor and the Erie County Executive, administrative costs may not exceed 15% of the requested funds. Lower Administrative costs will be favored when rating proposals. Erie County seeks to move in the direction initiated by New York State to keep administrative costs at this level or below.

III. PROPOSAL TIMEFRAMES

The following schedule is for informational purpose only. The County reserves the right to amend this schedule at any time.

| | | |
|----------------------|---|--|
| Issue RFP: | March 17, 2017 | |
| Bidder’s Conference: | March 27, 2017 | from 11:00 am to 12:00 pm 95 Franklin Street, room 805 Buffalo, NY 14202 |
| Proposals Due: | April 13, 2017 | |
| Selection Made: | April 28, 2017 | |
| Contract Signed: | Following all necessary County approvals. | |

IV. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation. Specific instructions for the proposal format and content are outlined in Appendix A.
2. One (1) original and one PDF copy of the Technical Proposal and Organizational Support and Experience sections shall be submitted. Proposals MUST be signed using the attached Schedule A: Proposer Certification. Unsigned proposals will be rejected.
3. All Proposers submitting proposals must include one (1) original and one PDF copy of the Budget/Cost Proposal packet, separate from the Technical Proposal and Organizational Support and Experience sections. All Appendix B budget attachments must be completed and included in the cost proposal.
4. Submission of the proposals shall be directed to:

Carrie Godfrey
Erie County Department of Social Services
95 Franklin Street, Room 867
Buffalo, NY 14202
Carrie.Godfrey@erie.gov

All proposals must be delivered to the above office on or before April 13, 2017 at 4:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

5. Requests for clarification of this RFP can be obtained at the bidder's conference or written and submitted to Carrie Godfrey at the above address or at Carrie.Godfrey@erie.gov no later than 4:00 pm on March 27, 2017. A list of questions and answers will be posted on the County website by March 31, 2017. No communications of any kind will be binding against the county, except for the formal written responses to any request for clarification.
6. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those Proposers will be notified to arrange specific times.
7. No proposal will be accepted from nor any agreement awarded to any Proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
8. Information on the Standard Insurance Provisions required of agencies selected as a contractor of this service is included in this RFP. This document is for informational purposes only, and is not to be submitted by the Proposer for the purposes of this RFP.
9. All potential contract-holders with Erie County shall agree to comply with Executive Order 13 (2014), and the Agency shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. All contract holders will be required to sign the Erie County Equal Pay Certification (attached). The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Agency, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014), which is attached hereto and made a part hereto and made a part hereof, can constitute grounds for the immediate termination of a contract, and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.
10. Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE) proposers should include the Erie County MBE/WBE Certification letter with their proposal.

11. Proposers who operate a Veteran-Owned Business should include the letter indicating their company is 51% or more veteran-owned with their proposal.
12. All proposers must disclose the name, title, and department of any employee or officer who was an employee or officer of Erie County within the 12 months immediately prior to the proposal.
13. All proposers must provide a list of at least 3 references from community partners and collaborators or an individual with knowledge of and experience with the specific services being offered.
14. All proposers must provide a list of all prime contractors and subcontractors that their agency does business with.

V. SCOPE OF PROFESSIONAL SERVICES REQUIRED

A. Introduction:

The purpose of this RFP is to solicit proposals from qualified agencies that are able to provide Summer Youth Employment Programs, serving youth from low income households throughout Erie County, administered May through September.

B. Program Information and Needs:

Target Population:

Youth, ages fourteen to twenty, from low income households (Family Assistance recipients, former FA recipients that have reached their 60-month limit and transitioned to Safety Net Assistance, or under 200% of federal poverty guidelines, including SNAP, MA, HEAP and SSI recipients) throughout Erie County.

Project Description:

Introduce youth into the workforce during the summer months, helping them to acquire skills that can be used to improve school performance and become responsible adults. Provide a structured work program for 8 weeks, July 10 - September 1, 2017, including a paid work factor as well as learning opportunities that integrate work experience, work based learning, workshops, educational and/or career exploration activities, and classroom training including financial literacy, job search and retention strategies, basic skill instruction and life skills training. Latitude exists in the program design, but should maximize the number of youth employed and **must** include a financial literacy component. Youth must be paid at least NYS minimum wage (\$9.70) for employment hours. The hours in non-employment activities may be paid or unpaid and generally should comprise a limited number of hours of total engagement. Wages will be subsidized up to 20 hours per week per youth for the eight weeks.

Allowable costs and services include work subsidies for youth (amount predetermined); education and training; financial literacy; and supportive services, including transportation, counseling, employment related services and incentive payments.

Program Operators Responsibilities:

Recruitment/Certification/Documentation

- Recruit participants and determine eligibility and suitability for program under NY State TANF eligibility guidelines. Make every effort to recruit all eligible youth, placing emphasis on recruiting at-risk groups such as teenage parents, juvenile delinquents, homeless youth, foster care, as well as youth with limited English speaking ability.
- Obtain proof of family income, family size, date of birth, residence, social security number, citizenship, working papers for all youth under 18 years of age, completed I-9 forms and handicapped and military status, as applicable.
- Ensure that all participants receive an orientation outlining program goals, requirements, procedures, and pay schedule.
- Complete a worksite agreement for each participant, including a signed medical release form. Ensure placements comply with New York State laws and regulations governing the employment of minors, especially regarding job title and age restrictions.

- Maintain records on youth served by the program, including eligibility documentation. Reimbursement will only be made for those deemed and verified eligible.
- Develop work site placements in public and private and not-for-profit agencies, including worksites that are accessible to the disabled. Sites should include those in the fields of advanced manufacturing, culinary/hospitality, entrepreneurship, multi-media production/arts, healthcare, information technology, energy innovation, and community organizing/service.
- Obtain worksite agreements for all employer worksites.
- Provide worksite assignments from July 10 - September 1, 2017 that are allowable under federal and State labor laws and match youth to worksites based on each youth's ability, interest, employment goals and the supervision offered.
- Review program goals, requirements and procedures with all program supervisors.
- Maintain time and attendance records at all worksites.
- Monitor worksites weekly and maintain written documentation of worksite visits.
- Provide a financial literacy education program to all enrolled participants.
- Assist in the development of summer youth employment job fair(s).
- Obtain evaluations of the program from participants and evaluations of participants from worksite supervisors.
- Complete and submit required financial and outcome reports.

C. Projected Outcomes

Performance Measures that will be used to capture information related to program success include participation in:

- Employment Opportunities
- Work Readiness Skills Training
- Career Development Supports
- College Exploration Opportunities
- Life Skills Supports
- Financial Literacy

Each proposal must include the program's measurable performance targets or outcomes.

D. Agency Experience and Qualifications

The successful proposer must:

- have a network of community resources and working relationship with an array of local employers and service providers that have agreed to offer recipients opportunities for employment;
- have a plan to accurately record client eligibility and participation, tracking work site time and attendance;
- have administrative capacity to administer payroll services;
- assure ECDSS that the services will be delivered as agreed, in a professional and prompt manner;
- be culturally sensitive;
- must adhere to current state, federal, and local laws and regulations regarding confidentiality;
- demonstrate experience in providing this or similar services, currently or in the past;
- agree to clearly identify the services rendered, including the names of the clients involved and the cost per unit of service when billing;
- have a plan in place for monitoring the quality of the service provided by staff, and for making improvements in quality when necessary;

VI. STATEMENT OF RIGHTS

UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this request for proposals, the Proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the Proposer to enter into an agreement with the County for the required services;
- by submitting a proposal, the Proposer agrees and understands that the County is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the Proposer also understands and agrees that the County reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals
- To waive any irregularities or informalities in proposals received after notification to Proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the Proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each Proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the Proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- To interview the Proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the Proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the Proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a Proposer is a responsible vendor for the purpose of this RFP process;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline

EVALUATION

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- The Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- The Proposer's experience in performing the proposed services.
- The Proposer's financial ability to provide the services.
- Evaluation of the Proposer's fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the Proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the Proposer's projected approach and plans to meet the requirements of this RFP.
- The Proposer's presentation at and the overall results of any interview conducted with the Proposer.
- Proposers MUST sign the Proposal Certification attached hereto as Schedule "A". Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any Proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

CONTRACT

After selection of the successful Proposer, a formal written contract will be prepared by the County and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority and the Office of the County Attorney. **NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR IF NECESSARY THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.**

The award period will be for a one-year term, with the option to renew for two additional one-year terms, subject to annual contract renewal, contingent upon the Proposer's successful implementation of the program, data collection, monitoring, goal attainment, and compliance with required reporting. Initial award and renewals are subject to inclusion of funding in the County Executive Recommended Budget and as adopted by the Erie County Legislature, as well as, contingent upon availability of New York State funds appropriated for this purpose.

INDEMNIFICATION AND INSURANCE

The Proposer accepts and agrees that language in substantially the following form will be included in the contract between the Proposer and the County:

"In addition to, and not in limitation of the insurance requirements contained herein the Proposer agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Proposer shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Proposer or third parties under the direction or control of the Proposer; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the Proposer and the County, the Proposer will be required to provide proof of the applicable insurance coverage.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

INTELLECTUAL PROPERTY RIGHTS

The Proposer accepts and agrees that language in substantially the following form will be included in the contract between the Proposer and the County:

All deliverables created under this Agreement by the Proposer are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Proposer hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Proposer agrees to assist the County, if required, in perfecting these rights. The Proposer shall provide the County with at least one copy of each deliverable.

The Proposer agrees to defend, indemnify, and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Proposer agrees to enable the County’s continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Proposer in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Proposer may retain copies of such records for its own use.]

NOTE: All contracts executed by the Erie County Department of Social Services will be posted electronically on the Department’s website.

NON-COLLUSION

The Proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

CONFLICT OF INTEREST

All Proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County. Further, all Proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

COMPLIANCE WITH LAWS

By submitting a proposal, the Proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of Proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Proposer's

competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

a) insert the following notice in the front of its proposal:

“NOTICE

The data on pages ____ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the Proposer’s competitive position.

The Proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this Proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”

and

b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page " *** THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."**

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than one hundred eighty (180) days from the proposal date.

PROPOSAL CONTENT

In order for Proposers to be considered for an award, the terms, conditions and instructions contained in this RFP and attachments must be met. Any proposals which do not meet these criteria may be considered non-responsive. Your proposal should include 2 sections (A & B) and should be submitted in separate envelopes.

A: TECHNICAL AND ORGANIZATION

Technical Proposal: This section shall describe the approach and plans for accomplishing the work outlined in the Scope of The Service section. Proposals must conform to the requirements of this RFP and to the provisions of the NYS TANF Summer Youth Employment Program. All proposals must be **limited to fifteen pages**.

1. RFP Coversheet
2. Clearly define how the mission of your agency encourages the delivery of the proposed services.
3. Describe your agency's organizational capacity to maintain a successful operation that is consistent with the outcomes of this RFP.
4. Clearly identify the staff associated with the project: job titles; number of staff in each title; education, training, and experience requirements for each position title; and pre-employment screening protocol. Specify their role in providing the services and supervision protocols.
5. Describe your agency's ability to implement and staff the program in a timely manner, including provision of services, effective May 2017.
6. Provide an overview of the service delivery plan, including but not limited to:
 - target population and geographic areas to be served
 - specialized services and resources
 - plans to meet the program needs outlined in the RFP
 - days and hours of service availability
 - time frames for intake and engagement
 - termination protocols
 - capacity for service, number of youth to be enrolled and total hours
 - work site supervisor to participant ratio
 - strategies used to attract and retain participants and work sites
 - accommodation of those with special needs, including language translation and cultural differences
 - any and all partnerships and/or collaborations with other agencies/service providers/institutions.
7. Describe your proposed approach to program evaluation and reporting to ECDSS. Clearly define how this project will meet the performance targets associated with this RFP, including follow-up, as well as how you will monitor compliance, outcome based performance and implement a plan for quality improvement. Specify how poor performance will be addressed when requested by ECDSS or when the outcomes of the program fail to be achieved.
8. Describe how your agency monitors and verifies the accuracy and sufficiency of its billing system to assure all claims made are proper and that adjustment is sought when issues are identified.
9. Provide any other information that you feel would distinguish your organization's approach to the delivery of the requested services, including any prior experiences and successes.
10. Include the signed **Schedule A Proposer Certification**.
11. Include the signed **Erie County Equal Pay Certification** form.

Organizational Support and Experience: This section shall contain all pertinent information relating to your organization, personnel and experience that would substantiate your qualifications and capabilities to perform the services required by the scope of the RFP.

1. A brief history and description of your organization. Provide a copy of your organization's most recent organizational chart.
2. Give the name and title of person(s) authorized to bind the Proposer, e-mail address, the main office address, and the telephone number (including area code).
3. Provide resumes for all program staff, including administrators, program supervisors, direct service staff and aides.
4. If applicable, period of time your organization has been providing services/ programs in the County community.
5. Provide references or letters of testimony from other agencies for whom you have provided this or a similar service, with contact information.
6. Provide any additional information that would distinguish your organization in its service to Erie County.

B: BUDGET/COST PROPOSAL

This section shall contain all information related to the project costs. All Proposers must use forms provided and **submit in a separate envelope.**

1. All Budget forms in this RFP.
 - a. The amount of funding requested from ECDSS for this proposed service.
 - b. The proposed number of service units. For this service, the billable unit of service is defined as a youth participant.
 - c. A clear distinction of administrative costs from direct service program costs. Include a description of in-kind goods or services dedicated to the goals and deliverables.¹
2. A single copy of the most current information, as noted below. *Note: these materials cannot be returned.*
 - ☐ Most recent Audit report prepared by an independent CPA, including agency management letter
 - ☐ Listing of Officers and Board of Directors
 - ☐ Evidence of current IRS determination as a 501(c) (3) organization, if applicable

*Youth wage subsidy is pre-determined that each youth be paid \$9.70/hour for up to 20 hours/week.

¹ Administrative overhead may not exceed 15% of the total annual budget. Agencies that offer administrative overhead at a lower rate will have their proposals scored accordingly based on the criteria used above for awarding these contracts.

ERIE COUNTY DEPARTMENT OF SOCIAL SERVICES RFP COVERSHEET
RFP#1705VF: SUMMER YOUTH EMPLOYMENT PROGRAMS

| | |
|--|---|
| Name of Organization: | |
| Organizational Mailing Address: | |
| Executive Director: | |
| Executive Director's Phone Number: | |
| Executive Director's Email: | |
| Agency Contact Person: | |
| Contact Person's Phone Number: | |
| Contact Person's Email: | |
| Agency Website: | |
| Federal Employer ID# (FEIN): | |
| Is agency debarred/suspended from receiving funds/doing business with the Federal government? | |
| Please provide DUNS #, if available: | |
| Is agency a non-profit or unit of government? | |
| If non-profit, please provide 501(c)(3) not-for-profit entity ID # and date established as such: | |
| If non-profit, please provide roster of agency's volunteer board: | Please provide attachment |
| Copy of agency's most recent annual audit: | Please provide attachment |
| Is agency a Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE)? | Please provide the Erie County MBE/WBE Certification letter as attachment |
| Is agency a Veteran-Owned Business? | Please provide the letter indicating their company is 51% or more veteran-owned as attachment |
| Name, title, and department of any employee or officer who was an employee or officer of Erie County within the 12 months immediately prior to the proposal: | |
| List of all prime and subcontractors that your agency does business with: | Please provide attachment if more space needed |

SCHEDULE “A”

PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie (the “County”) and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County for the required services. The undersigned agrees and understands that the County is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County, its directors, officers, employees or agents unless an agreement is signed by a duly authorized County officer and, if necessary, approved by the Erie County Legislature, the Office of the County Attorney and/or the Erie County Fiscal Stability Authority.

It is understood and agreed that the County reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County reserves all rights specified in the Request for Proposals (RFP).

It is understood and agreed that the undersigned, prior to entering into an agreement with Erie County, will properly execute the County of Erie Standard Insurance Certificate (example on pp. [] of this RFP), and that it will be complete and acceptable to Erie County.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Agency Name

By:

Name and Title

(For Informational Purposes Only)

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

Signature

Verification

STATE OF _____)

COUNTY OF _____) SS:

A)

_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)

_____, being duly sworn, states that he or she is the Name of
Corporate Officer _____, of
_____, Title of Corporate Officer Name of Corporation the enterprise
making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____

Day of _____, 20__

**ERIE COUNTY, NEW YORK
2017 SOCIAL SERVICES FUNDING APPLICATION
APPENDIX B – FISCAL**

FOR RFP #1705VF: ERIE COUNTY SUMMER YOUTH EMPLOYMENT PROGRAM (SYEP)

I. GENERAL INFORMATION

- a) Legal Name of Organization _____
- b) Other Name (if used) _____
- c) Address of Organization _____
Street _____
City/State/Zip _____
- d) Contact Person _____
Name/Title _____
Address _____
Street _____
City/State/Zip _____
Phone Number _____
-
-

II. FINANCIAL INFORMATION

- a) Payee Name of Organization
(if different than Legal Name) _____
- b) Financial Contact Person _____
Name/Title _____
Address _____
Street _____
City/State/Zip _____
- c) Organization's Fiscal Year _____
Start date - End date _____
- d) Federal Employee Identification Number _____
- e) Not-For-Profit Number _____
- f) Amount of 2017 Funding Request to
ECDSS for this proposed contract \$ _____
- h) Unit of Service for this proposal (eg: hour) _____
- i) Cost per unit of service for this proposal: _____
- j) Funding Period: _____
May 1, 2017 - September 30 , 2017

APPENDIX B – FISCAL

III. SUPPLEMENTARY APPLICATION INFORMATION

Provide a separate envelope or folder which includes one copy of the most current information as noted below. These materials cannot be returned.

- ☒ Most recent Audit report prepared by an independent CPA
- ☒ Listing of Officers and Board of Directors
- ☒ Most recent Management Letter

IV. CERTIFICATION

The undersigned certifies that he or she is a principal officer of the applicant organization and has knowledge of, and certifies that the information contained herein is complete and accurate.

Furthermore, the undersigned certifies that the applicant sponsored programs, services and activities are available to the general public, advertised as such, and not subject to discrimination based on sex, race, creed, religion or national heritage.

SIGNATURE

DATE

NAME/TITLE

APPENDIX B – FISCAL

V. All RFP Budget estimates must comply with all New York State Office of Temporary and Disability Assistance (OTDA) requirements for the Summer Youth Employment Program. The following reviews eligible expenses:

Program costs are the direct salaries and fringe benefit costs of the staff providing direct services; providing program information to clients; developing employability plans; providing work activities and work subsidies for eligible program participants; providing post-employment services and work supports; and performing case management services. Non-salary costs of staff performing work activities that are considered programmatic are also allowable program costs. Non-salary costs may include but not be limited to travel, postage, utilities, rental costs, maintenance, supplies, and equipment. Contracts whose main purpose is to provide services defined as program costs as above are considered program as well. Agencies should limit the amount of program costs necessary to operate the SYEP to maximize the amount of funds available to pay participant wages and the number of youth employed through the program.

Administrative costs are the salaries, fringe benefits, and non-salary costs of staff performing activities related to eligibility determinations; preparing program plans, budgets and schedules; monitoring programs and projects; performing procurement activities; providing public relations; performing accounting, legal, payroll and personnel activities; providing management of property; and preparing reports and other documents. **OTDA has set a 15% spending limitation on administrative costs.**

The SYEP Agency RFP funding estimate requires completion of the following tables:

- 1) Summary Funding Request
- 2) Youth Work Subsidies
- 3) Program Expense including education, training and support services
- 4) Administrative Expense
- 5) Program Staffing Detail
- 6) Administrative Staffing Detail

1) Summary of Agency Funding Request (Complete from the detailed information requested in tables 2-4)

| Summary of Agency Funding Request | May - September 2017 |
|---|----------------------|
| Youth Work Subsidy Expense | |
| Program Expense | |
| Administrative Expense | |
| Total Summer Youth Employment Program Expense | |

2) Youth Work Subsidy Expense

The Goal of the Erie County SYEP is to serve low income youth by providing employment for 700 youth within Erie County. The predetermined work subsidy expense is shown below.

| Work Subsidy based on area to serve – Choose one | Work Subsidy Amount to Utilize |
|---|--------------------------------|
| All of Erie County (700 youth) | \$ 1,056,000 |

3) Program Expense - SYEP Education Program and Support Services

The SYEP requires that youth receive financial literacy education. The program may also provide educational and/or career exploration activities. Other support services may include outreach to youth families, transportation and counseling. If applicable, all requests for staffing must be detailed in table 5. Indicate staffing expense totals in this table.

| SYEP Education Program (Blank lines provided for additional detail) | (A) Financial Literacy Related Expense | (B) Other Educational and/or Career Training Expense | (C) Other Support Services | (A+B+C) Total Program |
|---|---|---|---|--------------------------------------|
| Total Salaries, Wages | | | | |
| Total Fringe Benefits | | | | |
| Subtotal Salary and Fringe Benefits | | | | |
| Other operating expense | | | | |
| General program related supplies | | | | |
| Printing | | | | |
| Travel | | | | |
| Equipment | | | | |
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| Contracts for provision of training - list | | | | |
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| Total Program Expense | | | | |

4) Administrative Expense

Administrative expense cannot exceed 15% of the total Direct Service Program Budget.

| Administrative Overhead | 2017 Expense |
|--|--------------|
| Personal Services (From Staffing Table 7) | |
| Salaries, Wages | |
| Fringe Benefits | |
| Subtotal Administrative Salary and Fringe Benefits | |
| Administrative Operating Expense | |
| Please itemize below: | |
| Publications | |
| Public Relations | |
| Audit Fees | |
| Legal Fees | |
| Consulting Fees | |
| Dues, Licenses, Permits | |
| Payroll Processing | |
| | |
| | |
| | |
| | |
| | |
| Subtotal Administrative Operating Expense | |
| Total Administrative Overhead | |
| Total Direct Program Costs | |
| Administrative Expense as Percent of Program Cost (Not to Exceed 15%) | |

5) Staffing Details - Program Related

In the following columns list all proposed direct program related staff. Indicate full or part time employees and the percent of time involved in the proposal.

| Direct Program Related Staffing | 2017 Estimated Expense | | |
|--|------------------------|-----------|---------------|
| Full or Part Time Position Title: | # of Staff | % of Time | Annual Salary |
| | | | |
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| Total Salary: | | | |
| Direct Program Related Fringe | | | |
| FICA | | | |
| Pension/Retirement | | | |
| Workers' Comp. | | | |
| State Disability Insurance | | | |
| Life Insurance | | | |
| Unemployment Insurance | | | |
| Health Insurance | | | |
| | | | |
| Total Fringe Benefit Cost: | | | |
| Fringe Benefits as percent of total | | | |
| Please attach fringe benefit rate sheet and explanation if total fringe exceeds 40% | | | |

6) Staffing Details - Administrative Related

In the following columns list all administrative staff. Indicate full or part time employees. Include all Full and Part-Time Executive, Administrative Support and Clerical Staff who do not provide Direct Client Service.

| Administrative Staffing Detail | 2017 Actual Expense | | |
|---|---------------------|-----------|---------------|
| Full or Part Time Position Title: | # of Staff | % of Time | Annual Salary |
| | | | |
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| Total Salary: | | | |
| Administrative Fringe | | | |
| FICA | | | |
| Pension/Retirement | | | |
| Workers' Comp. | | | |
| State Disability Insurance | | | |
| Life Insurance | | | |
| Health Insurance | | | |
| Total Fringe Benefit Cost: | | | |
| Fringe Benefits as percent of total salary: | | | |
| Please attach fringe benefit rate sheet and explanation if total fringe exceeds 40% | | | |

Guidelines for Standard Insurance Provisions Required (for Informational Purposes Only)

LAW-1-INS (Rev. 3/12)



County of Erie Standard Insurance Certificate

| <p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p> | | | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|------------|--|------------|--|------------|--|------------|--|------------|--|------------|--|
| PRODUCER | CONTACT NAME PHONE (A/C No. Ext) FAX (A/C No.) EMAIL ADDRESS PRODUCER CUSTOMER ID # | | | | | | | | | | | | | | |
| INSURED | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr><td>INSURER A:</td><td></td></tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: | | INSURER B: | | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: | | | | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

| COVERAGES | | CERTIFICATE NUMBER: | | REVISION NUMBER: | | |
|--|--|---------------------|---------------|--|-------------------------|--|
| <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p> | | | | | | |
| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> JECT <input type="checkbox"/> LOC | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | DO NOT USE FOR WORKER'S COMP. FORM C-105., U-26.3, SI-12 OR CE-200 REQUIRED | | WC STATUTORY LIMITS: \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| County of Erie 95 Franklin St Buffalo NY, 14202 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate

Purchase Order or Contact Number

Vendor Insurance Classification

RETURN TO: ECDSS SHARON SULLIVAN

95 Franklin St. ROOM 746

Buffalo, NY 14202

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. CERTIFICATES OF INSURANCE

A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202."

B. Coverage must comply with all specifications of the contract.

C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

| Vendor Classification | A Construction and Maintenance | B Purchase or Lease of Merchandise or Equipment | C Professional Services | D Property Leased To Others Or Use Of Facilities Or Grounds | E Concession-Aires Services | F Livery Services | G All Purposes Public Entity Contracts |
|--|-----------------------------------|--|----------------------------------|--|----------------------------------|----------------------------------|---|
| Commercial Gen. Liab. | \$1,000,000 per occ. | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 | \$1,000,000 CSL | \$1,000,000 | \$1,000,000 CSL |
| General Aggregate | \$2,000,000 | | | | | | |
| Products Comp. Ops. | \$2,000,000 | | | | | | |
| Blanket Broad Form | Not Excluded or Limited | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Contractual Liability | | | | | | | |
| Broad Form P.D. | | | | | | | |
| X.C.U. | | | | | | | |
| | | | | | | | |
| Liquor Law | | | | INCLUDE | | | |
| Auto Liab. | \$1,000,000 CSL | | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 CSL |
| Owned | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Hired | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Non-Owned | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| | | | | | | | |
| Excess/Umbrella Liab. | \$5,000,000 | \$1,000,000 | \$1,000,000 | \$1,000,000 | \$1,000,000 | \$5,000,000 | \$1,000,000 |
| | | | | | | | |
| Worker's Compensation & Employer's Liability | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY |
| Disability Benefits | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY |
| | | | | | | | |
| Professional Liability | | | \$5,000,000 | | | | |
| | | | | | | | |
| Erie County To Be Named Add'l Insd. | Gen. Liab., Auto Liab., & Excess | Broad Form Vendors May Be Required | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess |

V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.

VI. Coverage must be provided on a primary-non contributory bases.

VII. Designated Construction Project General Aggregate Limit Per Location Endorsement CG 25 03 is Required.

VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

IX. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.

X. Workers Compensation: State Workers' Compensation Board form DB-155 is required for proof of compliance with the New York State Disability Benefits Law.
Locations of operation shall be "All locations in Erie County, New York."

For those entities who request permits, licenses, or contracts are required to provide either an Affidavit of Exemption (BP-1) or Certificate of Insurance 105.2, Certificate of Self Insurance SI-12, DB-155, or a Certificate of Attestation CE-200 to evidence exemption of coverage by statute. It will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.

XI. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.